

~~K Great Brit. - George III~~

No 59

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Enable *Joseph Fell*, Esquire, to make a Lease
of a Farm and Lands at *Walthamstowe*, in the
County of *Essex*, for a Term of Ninety-nine
Years.



Whereas *Robert Fell*, late of the City of *London*, Esquire, made his last Will and Testament, in Writing, bearing date the Twenty-eighth day of *April* One thousand Seven hundred and Fifty-five, and thereby taking Notice that he was seised in Fee of and in certain Messuages, Lands, Tenements and Hereditaments, in *Walthamstowe*, and elsewhere, in the Counties of *Essex* and *Kent*, did give, devise, and bequeath, all and singular his Farms, Messuages, Lands, Tenements and Hereditaments, in the said Counties of *Kent* and *Essex*, unto *William Ewer*, of *London*, Grocer, to hold to him the said *William Ewer*, his Heirs and Assigns for ever, upon the several Uses, Intents, Traights and Purposes, therein and hereinafter expressed (that is to say) to the Use of his Brother *Joseph Fell*, and his Assigns, for and during his natural Life, without Impeachment of Waste; Remainder to the Use of the said *William Ewer*, and his Heirs, during the Life of the said *Joseph Fell*, upon Trust to preserve the contingent Uses, thereafter limited, from being defeated: And after the Decease of the said *Joseph Fell*, to the Use of the First and all and every other Son and Sons of his said Brother *Joseph Fell*, successively in Tail: And in Default of such Issue, then to the Use of his Brother *Lister Fell*, and his Assigns, for and during the Term of his natural Life, with like Provision to preserve contingent Remainders: And after his Decease, unto his First and every other Son and Sons successively in Tail: And in Default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of the said *Lister Fell* lawfully to be begotten, and the Heirs of her or their Body and Bodies: And in Default of Issue

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of One or more of such said Daughters, then to the other or others of them, in Tail : And in Default of such Issue, then to the Use of the Son of his Kinsman *John Perkins* of the City of London, Grocer, his Heirs and Assigns for ever :

And whereas the said *Robert Fell*, by a Codicil, bearing Date the Third Day of May One thousand Seven hundred and Fifty-five, after taking Notice that he had by his Will given and devised his Messuages and Lands in the Counties of *Essex* and *Kent*, after the Decease of his Brother *Joseph Fell*, to the Use of the First Son of the Body of the said *Joseph Fell* lawfully to be begotten, and the Heirs of the Body of such First Son, with divers Remainders over ; and reciting, that his said Brother *Joseph Fell* had One Son already born, viz. *John Fell*, whom he did not intend to exclude from the Benefit of his said Will ; for obviating all Doubts and Misconstructions on his said Will, he did, by the said Codicil, give and devise all and singular his said Messuages, Lands, Tenements and Hereditaments, in the said Counties of *Essex* and *Kent*, from and after the Decease of the said *Joseph Fell*, to the said *William Ewer*, and his Heirs, to the Use of the said *John Fell*, and his Assigns, during the Term of his natural Life ; Remainder to the Use of the said *William Ewer*, and his Heirs, upon Trust to support the contingent Uses in his said Will after limited ; Remainder to the First and other Son and Sons of the said *John Fell* successively in Tail ; and for want of such Issue, to the Use of the Second, Third, and Fourth, and all and every other the Son and Sons of his said Brother, and of the several other Persons in his said Will for that Purpose named, in such manner as in his said Will is limited and declared :

And whereas the said *Lister Fell* is a Lunatick, and unmarried, and the said *Joseph Fell* is the Committee of his Person and Estate :

And whereas the Farm and Lands herein-after mentioned, being Part of the Lands and Tenements given and devised by the said Will and Codicil of the said *Robert Fell*, are now let to one *William Warren*, at the yearly Rent of Sixty Pounds, and no more, which is the full Value thereof ; and the said Farm having no Dwelling-house thereon, and the Barn being out of Repair, and the Lands and Fences of the said Farm being in bad Condition, the future letting thereof at that Rent is very precarious and uncertain :

And whereas *John Watson*, of *Walthamstowe* aforesaid, Esquire, having an Inclination to reside on the said Farm, hath proposed and offered to the said *Joseph Fell*, that he will lay out and expend the Sum of One thousand Pounds, or upwards, in the building of a Messuage or Dwelling-house, Barn, and other Out-houses, on some Part thereof, for his own Occupation, upon having a Lease granted him thereof for the Term of Ninety-nine Years, at the annual Rent of Sixty Pounds, clear of all Deductions except the Land-Tax, and under the usual Terms of Building-Leases ; and the said *Joseph Fell*, and *John Perkins* the Father, being satisfied it will be for the Benefit of the said *Joseph Fell*, and of all Persons claiming the Premises under the said Will and Codicil, are desirous that such Lease should be made to the said *John Watson* ; But, by means of the several Limitations and Entails created by the said Will and Codicil, the same cannot be effectually done without the Aid and Authority of an Act of Parliament ;

Wherefore your MAJESTY's most Dutiful and Loyal Subjects the said *Joseph Fell*, for himself, and on the Behalf of the said *John Fell* his Son an Infant, and of the said *Lister Fell* the Lunatick ; and the said *John Perkins*, for and on Behalf of *John Perkins* the younger his Son, who is also an Infant ;

Do most humbly beseech Your MAJESTY,

That it may be Enacted ; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal,

poral, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *Joseph Fell*, by Indenture, to be by him sealed and delivered in the Presence of Two or more Witnesses, to demise, lease or grant, unto the said *John Watson*, all that Tenement or Farm, situate, lying, and being in *Walthamstow*, in the County of *Essex*, with the Barn thereto belonging, and therewith used, and all Closes, Pieces and Parcels of Land, Arable, Meadow, and Pasture, thereto belonging, containing together in the Whole, by Estimation, Sixty-three Acres, or thereabouts, together with all Out-houses, Yards, Commons, Tythes, Ways, Paths, Privileges, Profits, Commodities, and Appurtenances whatsoever to the said Farm, Lands and Premises belonging, or in any-wise appertaining, or therewith, or with any Part thereof, used or occupied as Part thereof, with usual and proper Exceptions in such Lease to be contained, to have and to hold the said Tenement or Farm, Lands and Premises, with their Appurtenances (except before excepted) unto the said *John Watson*, his Executors, Administrators and Assigns, from the Feast-Day of

now next ensuing, for and during and unto the full End and Term of Ninety-nine Years, thence next following, and fully to be compleat and ended, at and under the yearly Rent or Sum of Sixty Pounds of lawful Money of Great Britain, payable on the Four most usual Feasts or Quarter-Days for Payment of Rent in the Year, free from all Taxes and Deductions whatsoever (the Land or King's Tax in the Proportion the same is now paid for the said Premises only excepted) without taking any Fine, Premium, or Foregift; and so as in such Lease, to be made in pursuance and by virtue of this Act; there be contained a Condition of Re-entry, for Non-payment of the Rent thereby reserved; and so as no Clause be contained in such Lease giving Power to the said *John Watson*, his Executors, Administrators, or Assigns, to commit Waste; or exempting him, her, or them from Punishment for committing the same; and so as the said *John Watson* shall therein covenant to expend and lay out the Sum of One thousand Pounds, or upwards, in the erecting or building a Dwelling-house, Barn, and Out-houses on some Part of the said Farm, within Five Years from the Commencement of the said Lease; and so as he shall execute a Counter-part thereof.

Provided always, That nothing in this Act contained shall extend, or be deemed to extend, either to establish or confirm, or to prejudice, impeach, or defeat, the Will and Codicil of the said *Robert Fell*, or any Bequest, Devise, or Limitation therein contained.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors; and to all and every Person and Persons, Bodies Politick and Corporate, his, her, or their Heirs, Successors, Executors, and Administrators (Other than the said *Joseph Fell*, *John Fell*, *Lister Fell*, and *John Perkins* the younger, and their respective Heirs, and their respective First and every other Sons, and the Heirs of the respective Bodies of such Sons, and the Daughter and Daughters of the said *Lister Fell*, and the Heirs of their respective Bodies; and all and every other Person and Persons having or claiming, or who shall at any Time hereafter have or claim, by virtue of and under the Will and Codicil herein-before recited, any Estate, Right, Title, Use, Trust, or Interest, of, in, to, or out of, any of the Lands, Tenements, or Hereditaments of the said *Robert Fell*); All such Estate, Right, Title, Interest, Claims and Demands, of, in, to, or out of the Lands, Tenements, Hereditaments, and Premises, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

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